

11. If more than one Borrower signs, their liability is joint and several. Any Borrower who is a married woman agrees to recourse against her separate property for the Debt. Discharge of any Borrower except for full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of Collateral or any impairment or suspension of Bank's rights against a Borrower, or any transfer of a Borrower's interest to another, shall not affect the liability of any other Borrower. Until the Debt shall have been paid or performed in full, Bank's rights shall continue even if the Debt is outlawed. All Borrowers waive: (a) any right to require Bank to proceed against any Borrower before any other, or to pursue any other remedy; (b) presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale, and advertisement of sale; (c) any right to the benefit of or to direct the application of any Collateral until the Debt shall have been paid; (d) and any right of subrogation to Bank until Debt shall have been paid or performed in full.

12. On Borrower's default, at Bank's option, without demand or notice, all or any part of the Debt shall immediately become due. Bank shall have all rights given by law, and may sell, in one or more sales, Collateral in any county where Bank has an office. Bank may purchase at such sale. Sales for cash or on credit to a wholesaler, retailer or user of the Collateral, or at public or private auction, are all commercially reasonable. Bank may require Borrower to assemble the Collateral and make it available to Bank at the entrance to the location of the Collateral, or a place designated by Bank.

13. Defaults are:

(a) Borrower's failure to pay or perform this or any agreement with Bank or breach of any warranty herein.

(b) Any change in Borrower's financial condition which in Bank's judgment impairs the prospect of Borrower's payment or performance.

(c) Any actual or reasonably anticipated deterioration of the Collateral or in the market price thereof which causes it in Bank's judgment to become unsatisfactory as security.

(d) Any levy or seizure against Borrower or any of the Collateral.

(e) Death, termination of business, assignment for creditors, insolvency, appointment of receiver, or the filing of any petition under bankruptcy or debtor's relief laws of, by or against Borrower or any guarantor of the Debt.

14. Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right shall not waive any obligation of Borrower or right of Bank or modify this agreement, or waive any other similar default.

15. On transfer of all or any part of the Debt, Bank may transfer all or any part of the Collateral. Bank may deliver all or any part of the Collateral to any Borrower at any time. Any such transfer or delivery shall discharge Bank from all liability and responsibility with respect to such Collateral transferred or delivered. This agreement benefits Bank's successors and assigns and binds Borrower's heirs, legatees, personal representatives, successors and assigns. Borrower agrees not to assert against any assignee of Bank any claim or defense he may have against Bank. Time is of the essence. This agreement and supplementary schedules hereto contain the entire security agreement between Bank and Borrower. Borrower will execute any additional agreements, assignments or documents reasonably required by Bank to effectuate this agreement.

Sept. 20, 1971 Notary Public, County of Marin
Third Party Security Agreement

The undersigned grants to Bank a security interest in all of the Collateral described above on the terms above stated to secure payment to Bank of the Debt of the above named Borrower. The term "Borrower" as used above means the undersigned in any provision dealing with the Collateral, and means Borrower in any provision dealing with Debt.

Dated: _____

Collateral not described in financing statements, schedules, or in Bank's possession:

C-1. Savings account or time deposit:

Depositor(s) _____
Depository _____ 6330
Account No. _____
To the extent of: [check one]

☐ \$ _____
☐ The total balance therein.
Borrower warrants and represents that the balance of said account is now at least \$ _____ and revokes any tentative trust created by said account to the extent of Bank's security interest therein. Should Bank's security interest be satisfied, Borrower intends that the terms of said tentative trust should again take full effect.

C-2. Crops or timber: All crops or timber now or hereafter planted or growing on the following described real property: [describe]

Borrower agrees to prepare such crops or timber for market and thereupon immediately notify Bank and follow Bank's instructions as to holding, shipping, storing, and marketing them and Bank, regardless of default, may take possession of the crops or timber as soon as harvested and market or otherwise handle them at Borrower's expense.

C-3. Contract rights: [describe]

Borrower warrants and represents that the amount which he will be entitled to receive under said Collateral is at least \$ _____.

Borrower agrees that he will fully perform any such contract and do whatever Bank may require to assure payment to Bank of all money to be paid or benefits to be derived thereunder. Bank is not bound by any such contract or bound to perform any obligations of Borrower thereunder.

C-4. Other: 1 new coiled 20,000 gallon, class DOT111A00W-1 Tankcar equipped with 100 ton roller bearing trucks, manufactured by GATX at Sharon, Penna., in September, 1971, initialed and numbered RELX 2200.

Dated: 9-20-71

+ Fred H. Mottler

+ Mathilde R. Walburn

OFFICIAL SEAL
MATHILDE R. WALBURN
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Commission Expires April 28, 1974

GENERAL SECURITY AGREEMENT

In consideration of financial accommodations given, to be given or continued, the Borrower named below grants to **THE BANK OF CALIFORNIA, National Association** ("Bank"), a security interest in (a) all collateral (i) delivered to Bank by Borrower (ii) which shall come into Bank's possession or control in any manner or for any purpose (iii) described below (iv) now owned or hereafter acquired by Borrower of the type or class described below or in any schedule supplementary hereto or in any financing statement filed by Bank and Borrower; (b) the proceeds, increase and products of such collateral, accessions thereto, and any property which Borrower may receive on account of such collateral which Borrower will immediately deliver to Bank ("Collateral"), to secure payment and performance of all Borrower's present or future debts or obligations to Bank whether absolute or contingent ("Debt"). Unless otherwise defined words used herein have the meanings given them in the Uniform Commercial Code.

Borrower warrants, represents and agrees:

1. Borrower will immediately pay (a) any Debt when due, (b) Bank's costs of collecting the Debt, of realization on Collateral, and any expenditure of Bank pursuant hereto, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, and (c) any deficiency after realization on Collateral.

2. Borrower will use the proceeds of any loan that becomes Debt hereunder for the purpose indicated on the application therefor and will promptly contract to purchase and pay the price of any property which becomes Collateral hereunder from the proceeds of any loan made for that purpose.

3. As to all Collateral in Borrower's possession (unless specifically otherwise agreed by Bank in writing) Borrower will:

(a) Have, or has, possession of the Collateral at the location disclosed to Bank and will not remove the Collateral from that location.

(b) Keep the Collateral separate and identifiable.

(c) Maintain the Collateral in good and salable condition, repair it if necessary, clean, feed, shelter, water, medicate, fertilize, cultivate, irrigate, prune and otherwise deal with the Collateral in all such ways as are considered good practice by owners of like property, use it lawfully and only as permitted by insurance policies, and permit Bank to inspect the Collateral at any reasonable time.

(d) Not sell, contract to sell, lease, encumber or transfer Collateral (other than inventory Collateral) until the Debt has been paid, even though Bank has a security interest in proceeds of such Collateral.

4. As to Collateral which is inventory and accounts, Borrower:

(a) May, until notice from Bank, sell, lease, or otherwise dispose of inventory Collateral in the ordinary course of trade only, and collect cash proceeds of inventory Collateral.

(b) Will deposit all cash proceeds as received in a non-interest-bearing account with Bank containing only such proceeds and deliver statements identifying units of inventory disposed of, accounts which gave rise to proceeds, and all acquisitions and returns of inventory, as required by Bank.

(c) Will receive in trust, schedule on forms satisfactory to Bank and deliver to Bank all noncash proceeds other than inventory received in trade.

(d) If not in default, may obtain release of Bank's interest in individual units of inventory upon request therefor, payment to Bank of the release price of such units shown on any Collateral Schedule supplementary hereto, and compliance herewith as to proceeds thereof.

5. As to Collateral which is contract rights, chattel paper, general intangibles and proceeds described in 4(c) above, Borrower warrants, represents and agrees:

(a) All such Collateral is genuine, enforceable in accord-

ance with its terms, free from default, prepayment, defense and conditions precedent (except as disclosed to and accepted by Bank in writing) and is supported by consecutively numbered invoices to, or rights against, the debtors thereon. Borrower will supply Bank with duplicate invoices or other evidence of Borrower's rights on Bank's request;

(b) All persons appearing to be obligated on such Collateral have authority and capacity to contract;

(c) All chattel paper is in compliance with law as to form, content and manner of preparation and execution and has been properly registered and filed to perfect Borrower's interest thereunder;

(d) If an account debtor shall also be indebted to Borrower on another obligation, any payment made by him not specifically designated to be applied on any particular obligation shall be deemed to be a payment on the account in which Bank has a security interest. Should any remittance include a payment not on an account, it shall be delivered to Bank and if no event of default has occurred, Bank shall pay Borrower the amount of such payment;

(e) Borrower agrees not to compromise, settle or adjust any account or renew or extend the time of payment thereof without Bank's written consent.

6. Borrower owns all Collateral absolutely and no other person has or claims any interest in any Collateral, except as disclosed to and accepted by Bank in writing. Borrower will defend any proceeding which may affect title to or Bank's security interest in any Collateral, and will indemnify Bank for all costs and expenses of Bank's defense.

7. Borrower will pay when due all existing or future charges, liens or encumbrances on and all taxes and assessments now or hereafter imposed on or affecting the Collateral and, if the Collateral is in Borrower's possession, the realty on which the Collateral is located.

8. Borrower will insure the Collateral with Bank as loss payee in form and amounts, with companies, and against risks and liability satisfactory to Bank, and hereby assigns such policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance on Borrower's default, and to receive payment of and endorse any instrument in payment of any loss or return premium.

9. Borrower will give Bank any information it requires. All information at any time supplied to Bank by Borrower (including, but not limited to, the value and condition of Collateral, financial statements, financing statements, and statements made in documentary Collateral), is correct and complete, and Borrower will notify Bank of any adverse change in such information. Borrower will promptly notify Bank of any change of Borrower's residence, chief place of business, or mailing address.

10. Bank is irrevocably appointed Borrower's attorney in fact to do any act which Borrower is obligated hereby to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, to enter Borrower's premises to give notice of Bank's security interest in, and to collect Collateral and proceeds and to execute and file in Borrower's name any financing statements and amendments thereto required to perfect Bank's security interest hereunder, all to protect and preserve the Collateral and Bank's rights hereunder. Bank may:

(a) Endorse, collect and receive delivery or payment of instruments and documents constituting Collateral;

(b) Make extension agreements with respect to or affecting Collateral, exchange it for other Collateral, release persons liable thereon or take security for the payment thereof, and compromise disputes in connection therewith;

(c) Use or operate Collateral for the purpose of preserving Collateral or its value and for preserving or liquidating Collateral.